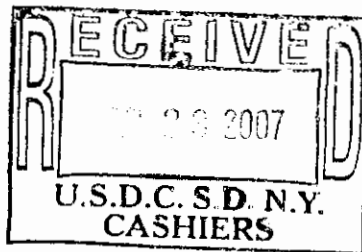


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Attorneys for Plaintiff
TL Toys HK Ltd.



UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK JUDGE BATTS

TL TOYS HK, LTD.,

Plaintiff,

v.

CHRISHA CREATIONS, LTD.,

Defendant.

07 CV 1366

COMPLAINT

Plaintiff, TL Toys HK, Ltd. ("TL Toys"), by its attorneys Day Pitney LLP, for their Complaint against Chrisha Creations, Ltd. ("Chrisha") in this action allege:

PARTIES AND JURISDICTION

1. Plaintiff, TL Toys, is a corporation organized and existing under the laws of Hong Kong.
2. Defendant, Chrisha, is a New York corporation with its principle place of business in Rhode Island.
3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the parties are diverse and the amount in controversy, exclusive of costs and fees, exceeds \$75,000.
4. This Court has personal jurisdiction over the Defendant.

5. Venue is proper pursuant to 28 U.S.C. § 1391.

ALLEGATIONS COMMON AS TO ALL COUNTS

6. This is a breach of contract action arising out of Chrisha's receipt of merchandise from TL Toys, and Chrisha's failure to pay.

7. TL Toys shipped the merchandise to several locations as agreed with Chrisha, including to New York.

8. TL Toys performed under the contract by supplying the merchandise ordered by Chrisha.

9. Chrisha accepted the merchandise and failed to timely and/or properly reject the merchandise.

10. Chrisha also agreed to pay to TL Toys upfront costs incurred by TL Toys, including but not limited to product development costs.

11. The upfront costs were designated as debit notes and were payable to TL Toys by Chrisha.

12. Chrisha made payments on some of the merchandise, but then stopped making payments.

13. Chrisha belatedly returned a small portion of the merchandise asserting that the merchandise was non-confirming.

FIRST CAUSE OF ACTION

(Breach of Contract)

14. TL Toys repeats and re-alleges paragraphs 1 through 13 as if set forth herein.

15. Chrisha agreed to pay TL Toys for upfront costs so that TL Toys could manufacture certain merchandise for Chrisha.

16. The following debit notes were issued:

INVOICE	AMT DUE	INVOICE	AMT DUE
DN074/2005	\$77.00	DN006/2006	\$387.10
DN004/2006	\$16,000.00	DN013/2006	\$14,050.00
DN005/2006	\$11,548.00	DN014/2006	\$66.00

DN015/2006	\$2,914.00	DN033/2006	\$8,000.00
DN024/2006	\$147.50	DN040/2006	\$90.30
DN025/2006	\$671.00	DN041/2006	\$180.65
DN026/2006	\$120.00	DN042/2006	\$220.00
DN027/2006	\$49,250.00	DN043/2006	\$1,124.54
DN031/2006	\$114.00	DN044/2006	\$903.23
DN032/2006	\$176.00	DN050/2006	\$606.40

17. Despite demand for payment, Chrisha has failed to pay the remaining balance.

18. An outstanding balance of \$106,645.72, plus interest, remains due and owing from Chrisha to TL Toys for the debit notes.

SECOND CAUSE OF ACTION
(Breach of Contract)

19. TL Toys repeats and re-alleges paragraphs 1 through 18 as if set forth herein.

20. On or around November 11, 2006, Chrisha filed a Complaint against TL Toys in the United States District Court for the District of Rhode Island (1:06-cv-499-S-LDA), which alleged that a small portion of the merchandise manufactured by TL Toys was allegedly non-conforming (the "Rhode Island Complaint").

21. Chrisha has not properly served TL Toys with the Rhode Island Complaint.

22. The Rhode Island Complaint identifies, and alleges as being non-conforming, TL Toys' product numbers 89004, 88886, 89005, 89011, 88996m, 89004m, and 89017.

23. The TL Toys' product numbers identified by Chrisha in the Rhode Island Complaint correspond to Chrisha invoices as follows:

PRODUCT #	INVOICE	AMT
89004	CHRS6046	\$299,040.00
88886	CHRS6031	\$365,844.00
88886	CHRS6051	\$26,230.00
89005	CHRS6031	\$469,810.00
89011	CHRS6029	\$215,000.00
88996m	CHRS6029	\$215,000.00
89004m	CHRS6050	\$179,224.00
89017	CHRS6027	\$21,945.00

24. The total amount of all of the invoices set forth in the Rhode Island Complaint by Chrisha is \$1,792,093.00.

25. Chrisha accepted the merchandise identified in the Rhode Island Complaint and/or failed to timely and/or properly reject the merchandise.

26. Despite demand for payment on same, Chrisha has refused to make payment to TL Toys for the merchandise identified by Chrisha in the Rhode Island Complaint.

27. An outstanding balance of \$1,792,093.00, plus interest, remains due and owing from Chrisha to TL Toys on product numbers 89004, 88886, 89005, 89011, 88996m, 89004m, and 89017.

THIRD CAUSE OF ACTION
(Breach of Contract)

28. TL Toys repeats and re-alleges paragraphs 1 through 27 as if set forth herein.

29. TL Toys manufactured merchandise for Chrisha pursuant to the parties' agreement in addition to the merchandise identified by Chrisha in the Rhode Island Complaint..

30. Below are the invoices for all of the merchandise manufactured by TL Toys for Chrisha:

INVOICE	AMT DUE	INVOICE	AMT DUE	INVOICE	AMT DUE
CHRS6031	\$1,081,526.30	CHRS6013	\$86,072.00	CHRS6032	\$33,631.20
CHRS6017	\$45,948.00	CHRS6013	\$44,576.00	CHRS6032	\$34,470.00
CHRS6017	\$25,620.00	CHRS6013	\$86,240.00	CHRS6032	\$34,885.20
CHRS6017	\$33,600.00	CHRS6013	\$60,760.00	CHRS6032	\$34,470.00
CHRS6025	\$15,945.60	CHRS6013	\$104,664.00	CHRS6032	\$33,631.20
CHRS6025	\$9,530.40	CHRS6032	\$9,342.00	CHRS6032	\$34,470.00
CHRS6011	\$192,405.40	CHRS6032	\$44,841.60	CHRS6032	\$34,470.00
CHRS6011	\$37,093.20	CHRS6032	\$34,470.00	CHRS6032	\$34,470.00
CHRS6013	\$41,955.20	CHRS6032	\$34,470.00	CHRS6032	\$34,470.00
CHRS6045	\$4,554.00	CHRS6032	\$34,470.00	CHRS6032	\$34,470.00
CHRS6031	\$6,364.00	CHRS6032	\$34,470.00	CHRS6032	\$34,470.00
CHRS6031	\$5,390.00	CHRS6032	\$34,470.00	CHRS6032	\$34,470.00
CHRS6031	\$1,540.00	CHRS6032	\$34,470.00	CHRS6032	\$34,470.00
CHRS6029	\$3,710.00	CHRS6032	\$34,470.00	CHRS6032	\$34,792.80
CHRS6029	\$618.00	CHRS6032	\$34,470.00	CHRS6032	\$41,935.20
CHRS6013	\$99,736.00	CHRS6032	\$34,470.00	CHRS6032	\$14,947.20
CHRS6013	\$149,184.00	CHRS6032	\$34,470.00	CHRS6032	\$34,470.00
CHRS6013	\$88,256.00	CHRS6032	\$34,470.00	CHRS6032	\$34,470.00
CHRS6013	\$109,592.00	CHRS6032	\$34,470.00	CHRS6032	\$34,470.00
CHRS6013	\$150,920.00	CHRS6032	\$33,003.60	CHRS6032	\$34,470.00

CHRS6032	\$34,662.00	CHRS6032	\$34,470.00	CHRS6046	\$40,797.60
CHRS6032	\$33,631.20	CHRS6032	\$33,588.00	CHRS6046	\$40,797.60
CHRS6032	\$33,631.20	CHRS6032	\$33,631.20	CHRS6013	\$46,088.00
CHRS6032	\$34,470.00	CHRS6032	\$40,897.20	CHRS6049	\$35,310.00
CHRS6032	\$34,470.00	CHRS6032	\$34,470.00	CHRS6031	\$92,730.00
CHRS6032	\$34,470.00	CHRS6032	\$34,470.00	CHRS6032	\$18,000.00
CHRS6032	\$34,470.00	CHRS6032	\$34,470.00	CHRS6032	\$19,622.40
CHRS6032	\$34,470.00	CHRS6032	\$34,470.00	CHRS6032	\$34,054.80
CHRS6032	\$34,470.00	CHRS6032	\$33,847.20	CHRS6032	\$20,058.00
CHRS6032	\$34,470.00	CHRS6031	\$7,617.60	CHRS6032	\$19,056.00
CHRS6032	\$34,470.00	CHRS6031	\$3,385.60	CHRS6032	\$19,586.40
CHRS6032	\$34,470.00	CHRS6017	\$15,708.00	CHRS6032	\$19,830.00
CHRS6032	\$43,803.60	CHRS6032	\$34,470.00	CHRS6032	\$18,207.60
CHRS6032	\$40,761.60	CHRS6032	\$34,470.00	CHRS6029	\$164,491.20
CHRS6029	\$32,076.00	CHRS6032	\$26,608.80	CHRS6029	\$120,610.80
CHRS6049	\$27,000.00	CHRS6032	\$34,470.00	CHRS6029	\$137,663.60
CHRS6046	\$50,760.00	CHRS6032	\$34,470.00	CHRS6032	\$48,902.40
CHRS6031	\$55,110.00	CHRS6032	\$34,470.00	CHRS6032	\$38,035.20
CHRS6024	\$57,072.00	CHRS6032	\$34,470.00	CHRS6032	\$17,131.20
CHRS6024	\$43,994.00	CHRS6032	\$34,470.00	CHRS6032	\$48,902.40
CHRS6024	\$44,848.00	CHRS6032	\$33,610.80	CHRS6032	\$18,792.00
CHRS6024	\$16,956.00	CHRS6032	\$12,456.00	CHRS6032	\$1,245.60
CHRS6024	\$10,698.00	CHRS6050	\$71,724.00	CHRS6032	\$8,926.80
CHRS6024	\$26,996.00	CHRS6050	\$35,862.00	CHRS6032	\$1,868.40
CHRS6024	\$16,584.00	CHRS6046	\$50,760.00	CHRS6050	\$71,638.00
CHRS6024	\$51,452.00	CHRS6046	\$50,760.00	CHRS6029	\$73,132.00
CHRS6032	\$34,470.00	CHRS6046	\$50,760.00	CHRS6029	\$180,200.60
CHRS6032	\$34,470.00	CHRS6046	\$50,760.00	CHRS6029	\$55,097.20
CHRS6032	\$34,470.00	CHRS6046	\$50,760.00	CHRS6051	\$23,656.20
CHRS6032	\$33,346.80	CHRS6046	\$50,760.00	CHRS6008/09	\$70,500.00
CHRS6032	\$35,092.80	CHRS6046	\$50,760.00	CHRS6031	\$33,505.00
CHRS6032	\$34,470.00	CHRS6046	\$50,760.00	CHRS6019	\$27,023.00
CHRS6011	\$22,962.00	CHRS6046	\$40,797.60	CHRS6031	\$1,775.00
CHRS6031	\$28,441.20	CHRS6046	\$40,797.60	CHRS6004	\$34,720.00
CHRS6032	\$34,470.00	CHRS6046	\$40,797.60	CHRS6020	\$17,011.00
CHRS6032	\$34,470.00	CHRS6046	\$40,797.60	CHRS6020	\$12,760.00
CHRS6032	\$34,470.00	CHRS6046	\$20,398.80	CHRS6020	\$65,419.20
CHRS6032	\$34,470.00	CHRS6046	\$40,797.60	CHRS6020	\$66,178.80

31. The total amount of the invoices for merchandise manufactured by TL Toys for Chrisha is \$8,145,265.70.

32. An outstanding balance of \$8,145,265.70, plus interest, remains due and owing from Chrisha to TL Toys from all of the merchandise manufactured by TL Toys for Chrisha.

33. Despite demand for payment, Chrisha has failed to pay the remaining balance.

34. Accepting as true the allegations in the Rhode Island Complaint, and accepting that Chrisha is not liable for \$1,792,093.00 on product numbers 89004, 88886, 89005, 89011, 88996m, 89004m, and 89017, then an outstanding balance of \$6,353,172.70, plus interest, remains.

35. Chrisha has accepted merchandise manufactured by TL Toys for Chrisha as confirming, without payment for same, totaling \$6,353,172.70, plus interest.

36. Despite demand for payment, Chrisha has failed to pay the remaining balance.

37. An outstanding balance of \$6,353,172.70, plus interest, remains due and owing from Chrisha to TL Toys from the merchandise manufactured by TL Toys for Chrisha that is not identified in the Rhode Island Complaint as being non-confirming.

FOURTH CAUSE OF ACTION
(Unjust Enrichment)

38. TL Toys repeats and re-alleges paragraphs 1 through 37 as if set forth herein.

39. Chrisha had use and possession of TL Toy's merchandise without making payments to TL Toys.

40. Chrisha was unjustly enriched in an amount equal to the contract price of the merchandise plus interest, plus any other income Chrisha realized or received due to its possession, use and/or sale of TL Toy's products.

41. Accordingly, TL Toys is entitled to judgment against Chrisha in an amount to be determined by the value of the merchandise, the amounts due under the parties' contracts plus any other income that Chrisha received due to the possession and/or sale of the products.

FIFTH CAUSE OF ACTION

(Book Account)

42. TL Toys repeats and re-alleges paragraphs 1 through 41 as if set forth herein.

43. The agreements between TL Toys and Chrisha are evidenced by invoices.

44. Chrisha has failed and refused to pay said sum in full, despite due demand, which said amount remains due and owing.

45. TL Toys' invoices were rendered in the regular course of business and Chrisha did not timely object to the amount contained therein.

46. Accordingly, Chrisha is liable to TL Toys for an account stated in the amount of \$8,251,911.42 plus interest.

SIXTH CAUSE OF ACTION

(Breach of Duty of Good Faith and Fair Dealing)

47. TL Toys repeats and re-alleges paragraphs 1 through 46 as if set forth herein.

48. Chrisha has arbitrarily and unreasonably withheld money due and owing to TL Toys under the parties' agreement.

49. Chrisha's conduct has deprive TL Toys of the benefits of the parties' agreement.

50. Chrisha has acted with bad motive and/or intention in failing to honor the agreement.

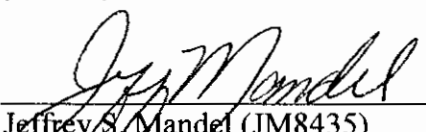
51. Chrisha's conduct constituted a breach of the implied covenant of good faith and fair dealing.

WHEREFORE, Plaintiff, TL Toys HK Ltd., seeks judgment against Defendant, Chrisha Creations Ltd., as follows:

(a) Declaring Defendant, Chrisha Creations Ltd., in breach of contract;

- (b) Awarding Plaintiff, TL Toys HK Ltd., an amount of \$8,251,911.42 plus interest;
- (c) Awarding Plaintiff, TL Toys HK Ltd., an amount equal to that which Defendant, Chrisha Creations Ltd., has been unjustly enriched; and
- (d) Awarding Plaintiff, TL Toys HK Ltd., such other and further relief as this Court deems just and proper.

Respectfully submitted,

By: 
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Attorneys for Plaintiff
TL Toys HK Ltd.

Dated: 2/21/07